Secta. II-27—100,000—21-5-48.

Food (195 48) Department.

MS SERIES.

G.O. No. 714

Dated ~~2-8-1948~~ 2.8.48

[Despatch Abstract.]

Contracts - Foodgrains and foodstuffs - Forwarding at the ports o this Province - Agreement between the Government and the Forward Agents - Prescribed.

GOVERNMENT OF MADRAS.
Abstract.

CONTRACTS - Food grains and foodstuffs - Forwarding at the posts of this Province - Agreement between the Government and the forwarding Agents - Prescribed.

Food Department.

G. O.Ms.No. 714. Dated 2nd August 1948.
Read the following:

G.O.Ms.No.1138, Food, dated 15-10-1947.
Government Memorandum No.48856A/47.7,Food, dated 20-3-1948.
Board of Revenue (Civil Supplies), Ref.No.E.86279/48-1, dated 30-6-1948.

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ORDER:

In view their order cited the Government directed the Board of Revenue (Civil Supplies) to enter into agreements with the agents attending to transport of foodgrains belonging to Government, in the form appended to the order. The form of agreement prescribed by the Government was intended to cover in general all kinds of movements of foodgrains and foodstuffs and it laid down the general duties and responsibilities of all classes of transport agents appointed by the Government. The Government have recently appointed the agents of the Government of India at the several-~~portie~~posts in the Province as agents of the Madras Government for forwarding imported foodgrains from these posts to the cohsuming centres. In order to suit this particular case, the Government have modified the terms of the agreement appended to the order cited in consultation with the Board of Revenue (Civil Supplies). The revised form of agreement as approved by the Government is appended to this Order. The Board of Revenue (Civil Supplies) is requested to enter into agreements in the form appended with all forwarding agents appointed by the Government.

/By Order of His Excellency the Governor/

Sd. x x x
Secretary to Government.

To the Board of Revenue 3 copies.
Copy to Legal Department.
Copy to Public (General) Department.
Copy to C Section.

APPENDIX.

Form of Agreement to be entered into between the Government of Madras and their forwarding Agents.

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This agreement entered into this day of . . . . . one thousand nine hundred and forty eight between His Excellency the Governor of Madras (whcih expression shall include his successors in office and assigns) of the one part and . . . . . trading together in partnership under the firm name of style - . . . . . with registered Office at - . . . . . .(hereinafter referred to as "the Agent" which expression shall, where the context so admits include their heirs, executors, administrators, legal representatives, and assigned of the other part;

Whereas the Government of Madras (hereinafter referred to as "the Government"), have agreed to appoint . . . . . as one of their Agents for transporting by sea, road, rail, or canal and or storing consignments at the ports of Madras

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Cochin/Calicut/Vizagapatam/Tuticorin/Cuddalore/Cocanada/Masulipatam, more particularly mentioned here under for a period of . . . . . .from . . . . . .from which date these articles of agreement shall be deemed to have come into effect, subject to the conditions hereinafter appearing;

And whereas the Agent has agreed to the above conditions and has deposited with the Secretary to the Commissioner of Civil Supplies, Madras, representing the Government Rs.1,000/ - (Rupees one thousand only) in cash as security for the due performance and obssrvance by the Agent of the covenants and conditions hereinafter appearing and to be performed and observed by him;

Now these presents witness and the parties thereto mutually agree as follows:--

(1) For the consideration hereunder appearing, the Agent hereby agrees to carry out the following serviced during the period of . . . . . from the . . . . . in such manner and at such times as may from time to time be ordered by the Government or by any appropriate officer under these presents. The work to be done by the Agent shall consist of taking delivery on behalf of the Government of Madras of such quantities of foodstuffs and foodgrains including products thereof as may be allotted to the Government of Madras by the Government of India from time to time from the Agents of the Government of India from time to time from the Agents of the Government of India at the port of Vizagapatam/Cocanada/Madras/ Cuddalore/Tuticorin/Calicut/Cochin/ Masulipatam and transporting them to nominees specified by the Commissioner of Civil Supplies, Madras, in accordance with the directions given by the Government and the functions of the Agent, in this regard shall include among others the work of:--

(i) indenting for wagons and examining them as to their suitability before loading;

(ii) maintaing a tally of bags and supervising the loading;

(iii) tendering goods for onward despatch with forwarding notes giving priority as per instructions and executing risk note forms;

(iv) attending to weighment, booking and obtaining clear rail receipts and forwarding them to the consignees at the earliest possible time by registered post;

(v) maintaining a detailed record of daily despatches made to each station to ensure that the quantity allotted is not exceeded;

(vi) attending to the correspondence relating to the despatch of such consignments;

(vii) affording protection from weather to food-stuffs and food-grains which cannot be immediately transporated.

(2) The Agent shall be responsible for the safety of the goods entrusted to him and shall render proper and full account of all the quantities thereon psssing through his hands. He shall be responsible for all losses to the goods except those due to an "Act of God" and he shall make good such losses to the Government.

(3) The Agent shall be responsible for any demurrage, wharfage or other charges arising out of any laches on his part and which may become payable to the Railway, Port Administration or Customs and shall pay the demurrage, wharfage, and other charges within seven days of the receipt of intimation failing which such amount may be paid by the Government and recouped by them from the security deposited by the Agent.

(4) In respect of actual expenditure, if any, claimed by him, the Agent shall keep separately and in full detail, accounts of all expenditure incurred under this agreement.

(5) The Agent shall submit his bills to the Board of Revenue (Civil Supplies) or the Collectors concerned for the services rendered by him supported, in the case of actual expenses claimed, by sub-vouchers evidencing the payment of the charges therein within three months from the date on which the last of the services in respect of the consignment to which the claim relates was rendered. No amounts billed after the expiry of the period aforesaid shall be payable by the Government.

(6) The Agent shall make his own arrangements to secure coolies and materials for the work to be done under these presents. If he fails to arrange for the loading, transport or any work specified by the Government, the Government reserve the right of employing other outside agencies at the prevailing rate and to recover the loss consequent on such employment, if any, from the security deposited by the Agent or the bills payable to him.

(7) The Agent shall always act according to the instructions of the Government and co-operate with the Government with a view to the expeditious clearance and forwarding of the goods.

(8) It shall be the duty of the Agent to obtain always from the railway a clear receipt showing clearly the number of bags booked and their weight whenver consignments are booked by rail. Any expenditure incurred by the agent in connection with the securing of such clear receipts e.g., employment of tally clerks etc. should be borne by the Agent himself from out of the renumeration paid to him.

(9) The Agent shall examine the consignments properly before taking delivery from the Government of India Agents and reject apparently damaged or mouldy stocks and report the matter to the Regional Food Commissioner and the Board of Revenue (Civil Supplies).

(10) The Agent shall be paid a remuneration of 6 annas (annas six only) per ton for the work of forwarding food-grains from the ports of Vizagapatam/Cocanada/Madras/Cuddalore/ Tutocorin/Calicut/Cochin/Masulipatam and transporting them to out-stations according to the instructions of the Government.

(11) The Government may at any time without assigning reasons terminate these presents by 30 days previous notice in wirting to the Agent at his last known place of business and on the expiry of the said period of 30 days, these presents shall become null, void, and of no effect without prejudice to the rights of the parties subsisting on such date.

(12) In case the Agent shall fail, neglect or refuse to observe, perform, fulfil and keep all or any one or any part of any one or more of the covenants, stipulations and agreements on his part herein contained, it shall be lawful for the Government if they shall think fit, in addition and without prejudice to any other rights and remedies of the Government consequent on such failure, neglect of refusal (i) to forfeit the said deposit of Rs.1,000/-or such part thereof as the Government may deem fit (ii) to terminate the agreements by writing under the hand of the Secretary to the Commissioner of Civil Supplies, Madras so far as the Government are concrerned and on such termination, every article or clause and thing therein contained on the part of the Government shall cease and determine.

(13) Any dispute between the Secretary to the Commissioner of Civil Supplies and the Agent relating to this agreement shall be referred to arbitration to such person as the Government may appoint in that behalf and the award of such arbitrator shall be final.

(14) The Agent shall be entitled to draw from time to time the interest earned on any security or securities that may be deposited by him. On the expiry of six months after the fulfilment of this agreement, the security above referred to, or if the same had been sold under these presents and lawful deductions had been made from the sale proceeds thereof in pursuance of the powers contained under these presents, then the balance if any, of such sale proceeds shall be returned to the Agent, provided that there is nothing out standing against the Agent at that time.

(15) The Government and their Officers and/or Servants duly authorised in that behalf may from time to time and at any time as occasion shall require, sell and dispose of the securities deposited by the Agent and after defraying in the first instance, the costs of such sale out of the sale proceeds thereof, appropriate the whole or part of the balance of such proceeds towards ~~months~~ monies that may for the time being be due from the Agent under these presents.

In witness thereof the said . . . . . and . . . . . have affixed their respective signatures and seals and the have affixed their respective signatures and seals and the Secretary to the Commissionerof Civil Supplies, Madrs, acting for and on behalf of and by the order and direction of His Excellency the Governor of Madras has affixed his signature hereunto.

Signed, sealed and delivered by
the above named in the presence of

Signed, sealed and delivered by
the above named in the presence
of

Signed and delivered by the
abovenamed.

Secretary to the Commissioner of Civil Supplies, Madras
In the presence of

/True Copy/

R. Thiagarajan 23.12

Office Assistant,
MADRAS RECORD OFFICE.

rds/

15/12/15/12